

## Cardholder Agreement

The following Cardholder Agreement (“Agreement”) describe the terms and conditions that apply to your use of this S3® Card (the “Card”) with the physical and/or digital S3 barcodes, magstripe, or other access device with access to any one or more categories of funds, including any type of benefits (“Benefit Funds(s)”) or rewards (“Rewards Fund(s)”), (collectively with Benefit Funds, means the “Funds”) offered as part of a loyalty, award, or promotional program(s) offered by your health plan to you that can be redeemed at S3 network Merchants (as defined below), provided by your health plan to you or other entity sponsoring the benefits (“Program Sponsor”) and Optum Bank, N.A. (“Program Bank”). This Agreement is between you (the “Cardholder,” “you,” “your”), Program Bank, and Optum Financial, Inc. (“Program Servicer,” “we,” “us,” “our”). By activating the Card and/or using the funds, you agree to be bound by this Agreement, including any future amendments to the Agreement, and, if applicable, any prior Reward Program Terms of Service. To request a hard copy of the Cardholder Agreement, contact Customer Service. If you do not agree with this Agreement, you may not use the funds. **IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIAL AND CLASS ACTIONS FOR DISPUTES ARISING OUT OF YOUR USE OF A CARD.**

**BENEFIT AND REWARDS EXPIRATION.** The Funds expire in accordance with the table below. The Card may also be used to access certain additional plan benefits or promotions that your Program Sponsor may provide you. These additional plan benefits or promotions expire in accordance with your applicable Evidence of Coverage and other program documents.

Funds	Expiration statement
Benefit funds	Unused Funds expire at the end of each quarter or at the end of the plan year.
Rewards funds	Unspent earned Rewards Funds expire at the end of the plan year.

**1. About The Card.** You are being issued a physical and/or digital Card that has an S3 barcode or magstripe to access funds provided by your Program Sponsor. The Program Servicer is responsible for servicing, distributing, operating and maintaining the Card program. The Program Servicer’s affiliates and related entities bear no responsibility or liability for any Cards, and you hereby knowingly release such affiliates and related entities from any and all liability or claims of any nature whatsoever arising in connection with the Card.

The Card is being provided to you by a Program Sponsor pursuant to their applicable program documents. The Card allows you to access certain Funds on the Card loaded by the Program Sponsor, not the Program Servicer. The Funds available with the Card may expire in accordance with the terms established by your Program Sponsor and/or the Benefit and Rewards Expiration guidelines above. The Program Sponsor is responsible for ensuring Funds are available to be loaded to the Card. You do not have the ability to add or load Funds to the Card. The Card is not a gift card and is not connected in any way to a personal checking or savings account or any other financial account you may have. The Card is not a credit card. You will not receive any interest on the Funds associated with the Card. The Card is not accepted at Automated Teller Machines (“ATMs”) and cannot be used to obtain cash from an ATM, a point-of-sale terminal (“POS”), or by any other means, except as required by law. The Card is reloadable, but only your Program Sponsor may load additional Funds that can be accessed with the Card. You may not load any value to the Card. The Card(s) issued to you remain the property of the Program Bank and must be surrendered upon request.

Your Program Sponsor may provide you additional documents that govern the types of Funds available to you, any potential limitations on those Funds, and the qualifications necessary to earn Funds accessible by a Card. Those program documents may also describe additional promotions and or benefits that may be accessible with the Card. These additional promotions/benefits are separate and distinct from the Funds you have earned as a benefit or reward and expire in accordance with your applicable program documents. Your Program Sponsor is responsible for funding these additional promotions. We are not a party to any of your program documents and are not responsible for the program documents or the underlying program through which you have received the Card.

**2. Card Activation and Registration.** You must activate the physical Card before it can be used to access the Funds. You may activate the Card by calling the phone number on the back of the card. Your failure to activate and use the Card results in the loss of all rights that you may have to use the Card and access the underlying Funds. You must register for a digital Card before it can be used to access the Funds. By registering, activating, and using a Card, you agree to only use the Card for personal, family, or household purposes and in accordance with the terms of this Agreement.

**3. Authorization.** You are an authorized user of the Card. You do not have any rights in or to the Funds accessible with a Card, except the right to use the Card and access the Funds in accordance with the terms of this Agreement and your program documents. You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Card Number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You must notify us to revoke permission for any person you previously authorized to use the Card. If you notify us to cancel another person's use of the Card or Card Number, we may close the Card and issue a new Card to you with a different number. You are solely responsible for the use of the Card according to the terms and conditions of this Cardholder Agreement. You should retain receipts of all authorized transactions. Receipts of the transactions may be required if we are investigating a report of a lost or stolen Card, errors, or unauthorized transactions.

You are not authorized to use the Card for any inappropriate, fraudulent or abusive transactions including, but not limited to, providing Card access to inappropriate individuals, using or attempting to use the Card in any manner not approved in your Evidence of Coverage or other program documents, or in violation of this Agreement. You do not have the right to stop payment on any transaction resulting from the use of the Card.

**4. Use and Redemption.** Cards are redeemable only for qualified purchases of goods and services at select merchants that have agreed to accept the Cards and have the equipment necessary to process S3-branded card transactions on the S3 network ("Merchants"), as long as you do not exceed the value available on the Card. The Merchants may change from time to time. If you use the Card without presenting the physical or digital Card (i.e. mail order, by telephone, or by Internet), the legal effect will be the same as if you presented the physical or digital Card in person. Cards are not redeemable towards previously purchased goods or services. Cards may be redeemable only for certain goods or services or may be restricted from redemption for certain goods or services, including but not limited to alcohol, tobacco, firearms, or gift cards, as determined by applicable law, rules and regulations, and applicable Evidence of Coverage or program documents provided by your Program Sponsor. Except as may otherwise be required by law, the Card cannot be: i) redeemed for cash; ii) used to obtain cash in any transaction; or, iii) used for illegal online gambling or any other illegal transactions. We may refuse to process any transaction for security reasons or if we believe the transaction may violate the terms of

this Agreement or applicable law. By using a Card, you agree to only use the Card for personal, family, or household purposes and in accordance with the terms of this Agreement.

You authorize us to reduce the value available on the Card by the amount of each transaction and any applicable fees or charges. You are not allowed to exceed the available amount through an individual transaction or a series of transactions. Attempting to use the Card when there are insufficient funds accessible with it may result in the transaction being declined or the Merchant allowing you to pay for the balance of the transaction with another method of payment. If, for any reason, you conduct a transaction that manages to exceed the available balance on the Card, you agree that we may deduct the amount of the overdraft and any applicable fees or charges from any Funds subsequently loaded by your Program Sponsor for access with the Card.

**5. Preauthorization.** If you use the Card to schedule a ride or delivery, to purchase fuel, or for similar purchases, the transaction may be preauthorized for the purchase amount plus an additional dollar amount to ensure there are sufficient funds available to cover expenses incurred. A preauthorization will place a “hold” on those available funds until the Merchant sends us the final payment amount of the purchase. Once the final payment amount is received, the preauthorized amount or “hold” will be removed. It may take up to ten (10) days for the “hold” to be removed. During the “hold” period, you will not have access to the preauthorized amount. If you leave your Program Sponsor’s plan after the “hold” is placed but before you have completed the purchase, you may be responsible to the Merchant for the full amount of the transaction.

**6. Priority of Funds.** When you use the Card to purchase a qualified item or service, you authorize us to apply available Funds to each transaction in the following priority: the available Benefit Funds will be applied first, then any applicable Rewards Funds. When the Benefit Funds are expired or have been exhausted, or any time that you are purchasing an item not covered by the Benefit Funds, the Card will next apply any available Rewards Funds to purchase the item, unless the item is otherwise not eligible for purchase under the Rewards program terms.

**7. Utilities Payments.** Your Program Sponsor may allow the Benefit Funds on the Card to be used to make certain utility payments. Rewards Funds may not be used for Utility payments. Consult the program documents provided by your Program Sponsor to determine if you can make payments to a utility company. Utility payments may be conducted online at our website, by calling the telephone number on the Card, or in person at Walmart. When you make a utility payment online or by telephone you are requesting us to make payment to your utility company. You are not making a payment directly to a utility company and a utility company will not receive, process, or credit your utility account until we conduct a backend process to submit the payment to the utility company. We will send the payment to the utility company as soon as we practically can, which may take 7-10 business days before we mail the payment. Once mailed, the utility company may take additional time to receive, process and apply the payment to your utility account. This adds on even more time. The total time to make a payment to a biller is typically one to two weeks. This does not account for the processing time once the biller receives the check and applies it to your account. The online or telephone bill pay services should not be used if your utility bill is due immediately or within the period of time we need to process and mail the payment to your utility company. We are not responsible for your utility payment being made, timely or otherwise. You are responsible for any payment we make on your behalf, including fees and other penalties the utility company may charge for late or missed payments. We may assess a \$1.50 charge against the Utilities funds per transaction for any Utilities payment made on your behalf.

You can pay certain covered utility bills in person at your local Walmart customer service desk or MoneyCenter. Walmart may have limitations on the utility companies it can make payment to under this service. Please contact Walmart to see if your utility company is covered and for further information, including additional fees Walmart may charge for its services and payment processing timing. Walmart will promptly notify us that it has processed a transaction on your behalf, and as such, your available balance will be updated promptly thereafter. However, Walmart may not communicate that your transaction was specifically for a utility payment for about a month, which means that transaction level detail may not be available during this time.

You acknowledge and agree that any payment you request made to a utility company complies with your Program Sponsor requirements. You acknowledge and agree that you are solely responsible for providing accurate information about your utility company, including the entity name, the address where payments must be sent, your account number, the amount of payment, and any other information we may request to facilitate the payment. We are not responsible for any delays or errors caused by providing us with inaccurate information. We are not responsible for verifying that the requested payment is going to a utility company.

If the payment you make using the Card does not fully cover the utility bill, you are responsible for paying the remainder of the utility bill with a different payment method in accordance with your utility company's billing procedures. We are responsible only for submitting the payment to the utility company in accordance with your instructions. We are not responsible to you or the utility company for any disputes, disagreements, or errors or omissions related to the processing, crediting or handling of the payment.

**8. Refunds and Returns.** If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to abide by the return, refund and transaction policies of the Merchant and to request a credit to the Card from the Merchant in place of a cash refund where possible. All Benefit Fund returns and/or refunds will be credited with an expiration date thirty days after processing or the last day of the benefit period, whichever is later, so long as it does not cross calendar years. If an item that was purchased with Rewards Funds is returned, the Rewards Funds will be credited with an expiration date of the end of the Rewards Funds expiration policy. If a Merchant credits the Card, the Funds may not be immediately available. We have no control over when a Merchant sends a credit transaction. All questions regarding the Merchant's return, refund and transaction policies must be handled directly with the Merchant.

**9. Card Balance Inquiry.** To check the balance on the Card, please visit the website listed on the back of the card or call the number on the card. The balance you receive when inquiring over the telephone or online is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed.

It is your responsibility to keep track of the amount of Funds accessible with the Card. You may review the Card balance and a history of the Card transactions by visiting the website listed on the back of the card or by downloading the HealthyBenefitsPlus app.

**10. Lost or Stolen Card; Unauthorized Transactions.** If the Card is lost or stolen, you may log in to your account at the website listed on the back of the card and request a replacement card or call the number on the Card. The Program Servicer and the Program Bank are not responsible for unauthorized use of any Card. The Card will be deactivated and any Funds remaining on the Card at the time of the call may be transferred onto a new Card. If the Funds are transferred onto a new Card, the Funds will be temporarily unavailable until the new Card is activated. It may take up to 30 days to process and issue a replacement Card.

**11. Disputes and Errors.** If you become aware of and/or your mobile or online account shows transactions that you believe you did not make or contain some other error, you must notify the Program Servicer immediately by calling the number on the back of the Card. If you fail to notify the Program Servicer of any potential errors within sixty (60) days after the information was made available to you, you may not be entitled to receive any value you lost if we can prove that you failed to use reasonable care or we could have prevented or limited any further loss. Notifying the Program Servicer within sixty (60) days after the information was made available to you is not a guarantee that you will receive a refund of any value lost. We reserve the right to investigate any claim you may make regarding a lost or stolen Card or unauthorized transaction, and you agree to cooperate with such investigation. We will conduct an investigation regarding your request and whether to refund the Card within forty-five (45) calendar days. Nothing herein shall be construed to extend additional rights or obligations with respect to transaction disputes.

**12. Termination and Suspension of Access to Funds.** You, your Program Sponsor, the Program Bank, and we have the right to suspend or terminate access to the Funds on the Card. We may suspend, terminate, cancel or revoke your access to the Funds at any time in our sole discretion and without prior notice, subject to applicable laws and regulations. For example, we may suspend, terminate, cancel or revoke your access to Funds: (i) if we believe you (or an individual authorized by you) have used or may use it for any unlawful or suspicious purpose; (ii) if you have used or may use it in violation of this Agreement; (iii) if we are unable to verify the accuracy of any information you provide to us; (iv) if we believe your actions may cause legal or financial risk to us or others; or, (v) if your Program Sponsor fails to provide sufficient funds for loading the Card. We may also suspend, terminate, cancel or revoke your access to Funds at the request of your Program Sponsor or the Program Bank. You will not be entitled to any of the Funds that remain accessible by a Card upon termination, suspension, cancelation, or revocation of access to the Funds.

**13. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. READ THIS SECTION (“ARBITRATION PROVISION”) CAREFULLY. IT WILL GOVERN ANY AND ALL CLAIMS AND DISPUTES ARISING IN CONNECTION WITH THE CARD AND YOUR RELATIONSHIP WITH US AND WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU OR WE WILL RESOLVE ANY SUCH CLAIM OR DISPUTE, NOW OR IN THE FUTURE. FOR EXAMPLE, WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING THE CARD (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. HOWEVER, THIS ARBITRATION PROVISION WILL NOT APPLY TO ANY CLAIM THAT IS THE SUBJECT OF A CLASS ACTION FILED IN COURT THAT IS PENDING AS OF THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION IN WHICH YOU ARE ALLEGED TO BE A MEMBER OF THE PUTATIVE CLASS. NOR WILL THIS SECTION APPLY TO ANY CLAIM THAT YOU MAY HAVE AGAINST THE PROGRAM SPONSOR SUBJECT TO APPEALS AND GRIEVANCES PROCEDURES UNDER THE FEDERAL MEDICARE REGULATIONS.**

A. Parties Subject to Arbitration; Certain Definitions. Solely as used in this Arbitration Provision: (a) the terms “we,” “us” and “our” include: (i) Optum Financial, Inc. and Optum Bank, N.A., their parents, subsidiaries and affiliates, their successors, if any, and the employees, officers, directors and controlling persons of all such companies and banks (the “Bank Parties”); and (ii) any other person or company who provides any services in connection with the account if you assert a Claim against such other person or company at the same time you assert a Claim against any Bank Party; (b) the terms “you” and “your” include each holder of the Card and their respective heirs, successors, representatives and beneficiaries (including pay-on-death and similar beneficiaries); and (c) the term

“account” includes the Card or account established by this or any other Cardholder Agreement with us and any updated or substitute Card or account for the same cardholder(s).

B. Covered Claims. “Claim” means any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding set forth in Section 13(C) that in any way arises from or relates to this Agreement, the account, any other contracts, agreements, policies or programs between you and us relating to your account, the relationship between you and us or any product, service or disclosure provided by us to you, any account transaction or attempted transaction, and the advertising, disclosures, practices and procedures related to any of the foregoing. “Claim” includes disputes arising from actions or omissions prior to the time this Arbitration Provision becomes part of this Agreement. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief).

C. Excluded Claim or Proceeding. Notwithstanding the foregoing, “Claim” does not include any dispute about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, Section 13(G), captioned “Prohibition Against Certain Proceedings” (the “Class Action Waiver”), the final sentence in Section 13(M), captioned “Severability,” and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute about the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be the subject of this Arbitration Provision: (a) any individual action initiated in or transferred to small claims court or your state’s equivalent court of limited jurisdiction, unless such action is transferred, removed or appealed to a different court; (b) the exercising of any self-help rights, including set-off; or (c) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either party to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class.

D. Electing Arbitration. To the extent permitted by the Federal Arbitration Act (the “FAA”) and any other applicable federal law, arbitration may be elected by either party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a related or different Claim. Arbitration is elected by giving a written demand for arbitration to the other party, by filing a motion to compel arbitration in court, or by initiating an arbitration proceeding against the other party. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and if a court grants the other party’s motion to compel arbitration of such Claim(s), it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

E. Arbitration procedures. Arbitration shall be conducted by JAMS (the “Administrator”) in accordance with its Comprehensive Arbitration Rules and Procedures and, if applicable, the JAMS Mass Arbitration Procedures and Guidelines (collectively, the “JAMS Rules”). The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <https://jamsadr.org> or 1-800-352-5267. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. Reasonable attorneys’ fees and expenses will be awarded only to the extent such allocation or award is available under applicable law. Any arbitration will take place in or near the county where claimant resides and will be determined by a single arbitrator; provided, however, that upon request

S3 Cardholder Agreement

by either party, the arbitration shall be conducted via telephone to the extent permitted by the JAMS Rules. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Judgment on the award may be entered in any court of competent jurisdiction.

Where 50 or more similar arbitration demands are prepared by or with the assistance or involvement of the same law firm or organization and are submitted to JAMS within a 60-day period, JAMS shall apply its Mass Arbitration Procedures and Guidelines, as well as the following procedures: (A) the parties shall cooperate to group the arbitration demands into randomized batches of no more than 50 demands per batch (plus, to the extent there are fewer than 50 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); (B) claimants' counsel shall organize and present the batched demands to JAMS in a format as directed by the JAMS Rules; and (C) JAMS shall provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. The parties agree to cooperate in good faith with each other and JAMS to implement such a batch approach to resolution and fees.

F. Court and Jury Trials Prohibited; Other Limitations on Legal Rights. FOR CLAIMS SUBJECT TO ARBITRATION, NEITHER YOU NOR US WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, A PARTY'S ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY MAY BE MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT THE PARTIES WOULD HAVE IF THEY WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

G. Prohibition Against Certain Proceedings. NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS ARBITRATION PROVISION TO THE CONTRARY, FOR CLAIMS SUBJECT TO ARBITRATION: (1) NEITHER YOU NOR US MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE OR CLASS MEMBER; (2) NEITHER YOU NOR US MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTIPLE-PARTY ARBITRATION. THIS PARAGRAPH DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST US BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF BORROWERS INCLUDING YOU. THIS MEANS THAT WE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY. This paragraph does not prevent a party from settling claims on a class, representative, or consolidated basis.

H. Location and Costs of Arbitration. Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside, subject to Section 13(E) of this Arbitration Agreement. We will bear any arbitration fees if applicable law requires us to or to the extent required for this Arbitration Provision to be enforced.

I. Governing Law. This Arbitration Provision involves interstate commerce and is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

J. Right to Discovery. In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under such rules.

K. Arbitration Result. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA.

L. Rules of Interpretation. This Arbitration Provision shall survive the closing of the account, any legal proceeding and any bankruptcy to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Provision, on the one hand, and the applicable arbitration rules or the other provisions of this Agreement, on the other hand, this Arbitration Provision shall govern.

M. Severability. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. In any case in which (1) a Claim is filed as a class, representative, or consolidated action and (2) a court finds all or part of the Class Action Waiver unenforceable, the class, representative, or consolidated action must be litigated in court, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. The portion of such Claim proceeding in court shall be stayed pending the conclusion of the arbitration.

N. Notice and Informal Dispute Resolution Conference. Prior to initiating a Claim, a party must give written Claim Notice describing the basis of the Claim and the amount the party would accept in resolution of the Claim. If you are bringing a Claim, the Claim Notice must be sent to us by certified mail, return receipt requested, at:

Optum Financial, Inc.  
Attn: General Counsel  
1 Optum Circle  
Eden Prairie, MN 55344  
Copy via Email: [optum.financial.legal.intake@optum.com](mailto:optum.financial.legal.intake@optum.com)

If we are bringing a Claim, we will send the Claim Notice to you by certified mail, return receipt requested, at the physical address associated with your account, with a copy via email to the email address associated with your account, if any.

Any party with a Claim must engage in good-faith efforts to resolve the Claim before initiating arbitration. The parties agree that, before either party demands or attempts to commence arbitration against the other, the parties will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any Claim covered by this agreement to arbitrate ("Informal Dispute Resolution Conference"). Any Informal Dispute Resolution Conference must be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same Informal Dispute Resolution Conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The Informal Dispute Resolution Conference shall occur within 60 days after the other party receives a Claim Notice, unless an extension is mutually agreed upon by the parties. In the interval between the Claim Notice and the Informal Dispute Resolution Conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an Informal Dispute Resolution Conference is a mandatory requirement that must be fulfilled before commencing arbitration. The arbitrator shall dismiss any arbitration filed without full and complete compliance with these Informal Dispute Resolution procedures. If an arbitration is dismissed because a party failed to comply with these Informal Dispute Resolution procedures, the parties agree that the party that failed to comply shall be responsible

for paying any arbitration filing fees and costs incurred by the other party. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution process required by this paragraph.

**14. Limitation of Liability.** NEITHER PROGRAM SERVICER NOR PROGRAM BANK MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH CARD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

WE ARE NOT RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES YOU PURCHASE WITH THE CARD. WE WILL NOT BE LIABLE IF: 1) THROUGH NO FAULT OF OURS, THE CARD HAS INSUFFICIENT FUNDS AVAILABLE TO PROCESS THE INTENDED TRANSACTION; 2) A MERCHANT REFUSES TO ACCEPT THE CARD; 3) A MERCHANT'S POINT-OF-SALE TERMINAL OR EQUIPMENT IS NOT FUNCTIONING PROPERLY, AND YOU KNEW OR SHOULD HAVE KNOWN ABOUT THE PROBLEM WHEN YOU ATTEMPTED TO CONDUCT A TRANSACTION; 4) YOU ATTEMPT TO CONDUCT A TRANSACTION AFTER THE CARD HAS BEEN DEACTIVATED, SUSPENDED OR TERMINATED FOR ANY OF THE REASONS STATED IN THIS AGREEMENT, INCLUDING FOR A CARD THAT HAS BEEN REPORTED AS LOST, STOLEN, OR DAMAGED; 5) THERE IS A "HOLD" PLACED ON THE CARD OR THE FUNDS ARE SUBJECT TO SOME LEGAL OR ADMINISTRATIVE PROCESS; 6) WE HAVE REASON TO BELIEVE THE REQUESTED TRANSACTION IS UNAUTHORIZED; 7) DESPITE REASONABLE PRECAUTIONS, CIRCUMSTANCES BEYOND OUR CONTROL PREVENT THE COMPLETION OF THE TRANSACTION; 8) YOUR PROGRAM SPONSOR DID NOT PROPERLY FUND THE ACCOUNT ACCESSIBLE WITH THE CARD IN A TIMELY MANNER; 9) THE PROGRAM SPONSOR DID NOT PROVIDE YOU WITH REQUIRED DISCLOSURES, ACCOUNT INFORMATION, PROGRAM DOCUMENTS, OR OTHER SERVICES, EVEN IF THOSE RESPONSIBILITIES ARE REFERRED TO IN THIS AGREEMENT; OR, 10) ANY OTHER EXCEPTION STATED IN OUR AGREEMENT WITH YOU APPLIES.

ANY PROCEEDING BY YOU TO ENFORCE AN OBLIGATION, DUTY OR RIGHT ARISING OUT OF THIS AGREEMENT AND CONDITIONS OR APPLICABLE LAW WITH RESPECT TO THE CARD MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION OCCURS.

**15. Assignment.** We may transfer, sell, or assign our rights under this Agreement. You may not transfer, sell or assign the Card or your rights or obligations under this Agreement.

**16. No Resale.** Cards may not be resold without express written authorization from the Program Bank. A Card is not valid and will not be honored, and we will not be liable, if a Card is obtained from unauthorized distributors or resellers, including through Internet auction sites.

**17. Governing Law and Personal Jurisdiction.** Except where federal laws, rules and regulations govern, the laws of the State of Delaware, without regard to principles of conflict of laws, shall govern this Agreement and use of the Card. For an action, if any, that falls outside of the Arbitration Provision in Section 13 of this Agreement, the Parties also agree that the venue shall be brought and

resolved exclusively in the State of Delaware. The Parties agree they will not contest the choice of law and venue provisions in this paragraph.

**18. Changes to Agreement.** Program Servicer and Program Bank each reserve the right to change this Agreement from time to time in its discretion, subject to applicable law. Please review our website for current versions of this Agreement. You will be notified of any change in the manner required by applicable law; however, we may make changes for security purposes without providing you prior notice of such change.

**19. Fraudulent or Criminal Card Account.** We reserve the right to block, suspend, or cancel the Card if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity that is inconsistent with this Agreement. We may temporarily suspend the Card in the event we detect unusual or suspicious account activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in the Card, or your inability to use the Card.

**20. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement so construed is held to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

**21. Telephone Calls, Chats, Texts and Push Notifications: Calling, Monitoring, and Recording.** We may monitor and/or record telephone calls and/or chats and/or text messages between you and us or our vendors or other service providers to assure the quality of our customer service or for security purposes. From time to time, we may monitor and/or record telephone calls and/or chats and/or text messages between you and us to assure the quality of our customer service or as required by applicable law. You agree that we or our agents may contact you at any telephone number and/or chat you provide to us, including your cell phone number, using methods including but not limited to phone calls, emails, text messages, chats, and push notifications, for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls/chats/text messages via an automatic telephone dialing system, messages, such as prerecorded or artificial voice messages, live chat messages, text messages, or push notifications sent via an automated system. You understand your service provider may charge you for these calls/chats/text messages/push notifications.

**22. Optum's Use of Your Data.** We may use the data provided by you, including your location data, in accordance with the privacy notice(s) provided to you. We may use artificial intelligence for the purposes of improving our product. You may update your contact information and preferences directly in your account so that we communicate with you using your preferred method.

**23. Verification.** To help prevent fraud, confirm account ownership, and comply with applicable laws and industry standards, we may collect, verify, and retain information that identifies you. This includes, but is not limited to, your name and residential address. By participating in this card benefit program, you authorize us to use your address and other identifying information to verify your identity. This information will be used solely for identity verification and fraud prevention purposes and will not be used to determine

eligibility for benefits or card issuance. We may share this information with trusted third-party service providers who assist us in performing these verification and fraud prevention functions, in accordance with applicable privacy and data protection laws.

**24. Consumer Report Data.** You authorize the Program Bank, Program Servicer, and their agents or service providers to obtain and use consumer reports about you from consumer reporting agencies for purposes including verifying your identity, detecting and preventing fraud, managing your account, investigating your ability to pay, verifying and re-verifying your employment and income, and complying with applicable laws. This authorization includes obtaining such reports at the time of account opening and periodically throughout the duration of your account relationship, as permitted by law. You understand that this authorization is a continuing consent and remains in effect until your account is closed, subject to applicable law.

**25. Non-Waiver.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The express waiver of any default by either party shall not be deemed a continuing waiver but shall apply solely to this instance to which such express waiver is directed.

**26. Business Days.** For purposes of this Agreement, our business days are Monday through Friday, not including any Federal Holidays.

**27. Disclosure of Information.** We may disclose information to third parties about the Card or the transfers that you make from it: i) where it is necessary to provide service associated with the Card and fulfill our obligations to your Program Sponsor; ii) to verify the existence and condition of the Card for a third party, including a Merchant or a bank; iii) in accordance with our applicable privacy policies; iv) for any reasonable security purposes; v) to comply with any government agency, court orders, or other legal request; vi) if you give us your written permission; or vii) otherwise as necessary to fulfill our obligations under this Agreement.

**28. Contacting Us.** You may submit general inquiries to us by visiting the website listed on the back of the card or calling the number on the back of the Card.